

Exhibit F

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Date: 12/27/2005 4:00:48 PM
Subject: [SonyDRM-priv] Unfinished Settlement Matters

Jeff, Jeff and Bruce, (with cc: to Elizabeth and Scott)

Now that it seems that the documents necessary for the formal filing with the court have been completed, we wanted to make sure that we are all on the same page about what needs to happen in the next few weeks, if not sooner, to ensure that class members receive robust, easy-to-understand notice of the settlement. Several of these items are referenced generally in the settlement documents, and, as you know EFF has been informally designated and will shortly be formally designated to perform many, if not all, of the review and comment of these items as set out in the Settlement Agreement.

Specifically, we should discuss:

1. Banner notice format: We have not received a response to our email of December 22, 2005, with suggestions for the banner ad notice. We believe that this should have the highest priority.

The urgency of the need for banner ad notice of the security flaw and exchange program is especially true for XCP, since Sony BMG has removed XCP from the technologies that are subject to the ongoing security vulnerability process. It is therefore imperative that those who have purchased the XCP CDs receive clear, unequivocal notice that they need to uninstall the XCP software from their machines before the viruses that have already been identified reach consumers and before any other security flaws in XCP are uncovered. It is also true for MediaMax 5.0, however, since the current banners do not give sufficient notice of the urgency of the need to patch or uninstall the software.

2. Structured interview or other easy-to-use format for the landing page of the website. We were pleased to learn from you at our December 19, 2005 meeting that Sony BMG has already been consulting with web design firms about how to turn the current landing page, which is inadequate, into something that can be easily understood and used. We expect to receive a draft for comment within the next week, since the sooner consumers have easy access to the uninstallers and patches, and links to antivirus software, as well as the other relief agreed upon, the less likely they are to suffer virus or other malicious attacks as a result of the security problems in the XCP and MediaMax CDs.

As we pointed out in our December 22 email, the current landing page for those seeing the MediaMax 5.0 banner, which is to a question in the FAQ on the website that does not put a person on clear notice of the need to patch their system or provide any information about the uninstaller, is inadequate.

Again, we look forward to moving this discussion forward and

implementing a more robust, easy-to understand landing page for consumers for both XCP and MediaMax technologies.

3. Notice on Artists websites and artists email lists, along with Google and other adwords, the SonyBMG website, banners and agreed upon newspapers and magazines. My understanding based upon our discussions on September 19, is that all of these channels will be used to give notice to all XCP and MediaMax class members of the settlement, sending them to the landing pages. Please confirm both the fact of this and the timetable.

4. Notice form for any future Sony BMG CDs that contain DRM. We believe that the notice should say:

Notice: This CD will install software on your computer.

The software will:

- * limit what you can do with the music on this CD, including limiting the number of copies you can make to XX.
- * communicate over the Internet with Sony BMG or its agents when you play the CD on your computer.
- * subject you to other terms and conditions contained in the license agreement that will be presented to you at the time that you play the CD on your computer. If you do not agree to those terms, you may return this CD for a full refund.

Please be sure that you have up-to-date antivirus software running on your computer at all times.

While we were willing to, and did, wait to discuss these items until after the filed documents were complete, we want to be clear: Sony BMG's failure to ensure that these items are done in good faith will be viewed by us as a failure of Sony to meet the terms of the settlement agreement and will turn our current endorsement of the settlement into an objection by us and calls for objections by others.

Please let us know when we can expect to continue this discussion.

Cindy

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